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18
19 IN THE UNITED STATES DISTRICT COURT
20 FOR THE DISTRICT OF NEVADA

21 JORDAN LYNCH,

22 CASE NO. 2:20-cv-00616-KJD-BNW

23 Plaintiff,

24 v.
25 **STIPULATION TO STAY DISCOVERY**
26 **AND ALL PRETRIAL DEADLINES**

27 C. R. BARD, INC. and BARD
28 PERIPHERAL VASCULAR, INC,

Plaintiff.
Defendants.

Plaintiff Jordan Lynch (“Plaintiff”) and Defendants C. R. Bard, Inc. and Bard Peripheral Vascular, Inc. (“Defendants” and collectively with Plaintiff, the “Parties”), pursuant to Fed. R. Civ. P. 26(c) and (d) and LR IA 6-2, respectfully request that this Court temporarily stay discovery and all pretrial deadlines until **August 29, 2020** while the Parties pursue settlement discussions. In support thereof, the Parties state as follows:

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1 1. This case was part of the Multi-District Litigation proceeding *In re:*
2 *Bard IVC Filters Product Liability Litigation*, pending before Senior Judge David
3 Campbell of the District of Arizona.

4 2. Plaintiff alleges experiencing complications following the implantation
5 of a Bard Inferior Vena Cava (“IVC”) filter, a prescription medical device. She has
6 asserted three strict products liability counts (manufacturing defect, information defect
7 (failure to warn) and design defect), six negligence counts (design, manufacture,
8 failure to recall/retrofit, failure to warn, negligent misrepresentation and negligence
9 per se), two breach of warranty counts (express and implied), two counts sounding in
10 fraud (fraudulent misrepresentation and fraudulent concealment), an unfair and
11 deceptive trade practices count, and a claim for punitive damages.

12 3. Defendants deny the allegations contained in the Complaint.

13 4. After four years, the completion of general issue discovery, and the
14 conduct of three bellwether trials, Judge Campbell ordered that cases, which have not
15 settled or are not close to settling, be transferred or remanded to the appropriate
16 jurisdictions around the country for case-specific discovery and trial. As a part of that
17 process, he established a “track” system, wherein certain cases were placed on tracks
18 either to finalize settlement paperwork, continue settlement negotiations, or be
19 remanded or transferred.

20 5. This case was transferred to this Court on March 31, 2020 because at the
21 time it was not close to settling. But, since that date, the Parties have engaged in further
22 settlement discussions. The Parties believe that a stay is necessary to conserve their
23 resources and attention so that they may attempt to resolve this case and those of two
24 other plaintiffs represented by Plaintiff’s counsel with cases pending before this Court.

25 6. Accordingly, the Parties request that this Court issue an order staying
26 discovery and pretrial deadlines until August 29, 2020 to allow the Parties time to
27 continue to engage in settlement discussions. This will further facilitate settlement
28 discussions and prevent unnecessary expenditures of the Parties and judicial

1 resources as well as place this case on a similar “track” as the MDL cases Judge
 2 Campbell determined should continue settlement dialogue.

3 7. A district court has broad discretion over pretrial discovery
 4 rulings. *Crawford-El v. Britton*, 523 U.S. 574, 598 (1998); *accord, Republic of*
Ecuador v. Hinchee, 741 F.3d 1185, 1188-89 (11th Cir. 2013); *Thermal Design, Inc. v.*
Am. Soc'y of Heating, Refrigerating & Air-Conditioning Engineers, Inc., 755 F.3d
 7 832, 837 (7th Cir. 2014); *see also, Cook v. Kartridg Pak Co.*, 840 F.2d 602, 604
 8 (8th Cir. 1988) (“A district court must be free to use and control pretrial procedure in
 9 furtherance of the orderly administration of justice.”).

10 8. Under Federal Rules of Civil Procedure 26(c) and 26(d), a court may
 11 limit the scope of discovery or control its sequence. *Britton*, 523 U.S. at
 12 598. Although settlement negotiations do not automatically excuse a party from its
 13 discovery obligations, the parties can seek a stay prior to the cutoff date. *Sofo v. Pan-*
American Life Ins. Co., 13 F.3d 239, 242 (7th Cir. 1994); *see also, Wichita Falls Office*
Assocs. v. Banc One Corp., 978 F.2d 915, 918 (5th Cir. 1993) (finding that a “trial
judge’s decision to curtail discovery is granted great deference,” and noting that the
discovery had been pushed back a number of times because of pending settlement
negotiations).

19 9. Facilitating the efforts of parties to resolve their disputes weighs in favor
 20 of granting a stay. In *Coker v. Dowd*, 2:13-cv-0994-JCM-NJK, 2013 U.S. Dist. LEXIS
 21 201845, at *2-3 (D. Nev. July 8, 2013), the parties requested a 60-day stay to facilitate
 22 ongoing settlement negotiations and permit them to mediate global settlement. The
 23 Court granted the stay, finding the parties would be prejudiced if required to move
 24 forward with discovery at that time and a stay would potentially prevent an
 25 unnecessary complication in the case. *Id.* at *3. Similarly, the Parties in the present
 26 case are engaged in ongoing comprehensive settlement negotiations with Plaintiff and
 27 the other two plaintiffs represented by Plaintiff’s counsel.

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1 10. The Parties agree that the relief sought herein is necessary to handle the
2 case in the most economical fashion yet allow sufficient time to schedule and complete
3 discovery if necessary, consistent with the scheduling obligations of counsel. The
4 relief sought in this Motion is not being requested for delay, but so that justice may be
5 done.

6 **WHEREFORE**, Plaintiff and Defendants respectfully request the Court's approval of
7 this stipulation to stay discovery and all pretrial deadlines until August 29, 2020 to allow the
8 Parties to conduct ongoing settlement negotiations.

9 **IT IS SO STIPULATED**

10 Respectfully submitted on August 5, 2020.

11 WENDT LAW FIRM, P.C.

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37 **Counsel for Defendants**

38 **IT IS SO ORDERED.**



39 **BRENDA WEKSLER**

40 United States Magistrate Judge

41 Dated this 6th of August 2020.